

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT  
C.A. NO.

17-0289C

THANH VUONG AND JASMINE VUONG dba  
LINCOLN STREET LAUNDRY COIN OP,  
Plaintiff

v.

PATRONS MUTUAL INSURANCE COMPANY OF  
CONNECTICUT, an Affiliate of STATE AUTO  
INSURANCE COMPANIES,  
Defendant

**FILED**

FEB 16 2017

ATTEST:

*[Signature]* CLERK

COMPLAINT AND DEMAND FOR JURY TRIAL

COUNT I (Breach of Contract)

1. The Plaintiff, Thanh Vuong and Jasmine Vuong dba Lincoln Street Laundry Coin Op ("Lincoln Laundry"), has at all times resided at 6 Kelsey Drive, Worcester, Worcester County, Massachusetts, and operated a laundry located at 469 Lincoln Street, Worcester (the "Property").
2. The Defendant, Patrons Mutual Insurance Company of Connecticut, an affiliate of State Auto Insurance Companies ("Patrons Mutual"), has at all times material been a duly organized insurer with its principal place of business located at 769 Hebron Avenue, Suite 2, Glastonbury, Connecticut, and licensed to issue insurance in the Commonwealth of Massachusetts.
3. The Defendant Patrons Mutual issued a Preferred Business Policy, No. PBP 2651699 01, effective March 22, 2014 to March 22, 2015 ("Policy"), providing insurance coverage to Plaintiff Lincoln Laundry in the event of various casualties, including loss due to fire, with a limit of damage to its business personal property in the amount of \$312,937.
4. On or about February 28, 2015, the Property sustained severe damage from fire.
5. Defendant Patrons Mutual received prompt notice, and assigned an adjuster.

6. Plaintiff Lincoln Laundry and defendant Patrons Mutual agreed, in a sworn statement of proof of loss (a fair and accurate copy is attached as **Exhibit A**), that the fire damage to Lincoln Laundry's business personal property amounted to \$418,922.88 (on a replacement cost basis); the limit of coverage amounted to \$312,937; depreciation amounted to \$259,389.52; the actual cash value totaled \$159,533.36; and Lincoln Laundry had 2 years from the date of the fire (the duration set out in the Policy) to submit a claim for depreciation holdback available under the Policy, to wit, \$153,403.64.

7. Defendant Patrons Mutual made payment to Plaintiff Lincoln Laundry for the agreed actual cash value of the business personal property, to wit, \$159,533.36.

8. Plaintiff Lincoln Laundry has made diligent efforts to continue its operations, notwithstanding its inability to reconstruct the laundry at the Property, and has located a new site for the laundry operation, at 76 East Main Street, Webster, Massachusetts.

9. Plaintiff Lincoln Laundry has entered into contracts with a mechanical contractor, Gold Star, Inc., to install the laundry operation and with Northeast Laundry Equipment, LLC, an equipment supplier, to provide replacement machinery for the laundry operation, expecting that the new laundry operation will be completed within approximately six (6) months, or August 2017. Fair and accurate copies of the accepted Gold Star estimate (totaling \$136,060), of the accepted Northeast Laundry estimate (totaling \$274,496.31) and of \$40,000 in deposits for the contractor and supplier, are attached hereto as **Exhibits B-D**, respectively.

10. Plaintiff Lincoln Laundry has acted in good faith and with diligence, and has attempted to obtain a six-month extension to reconstruct the laundry operation at a new location, but defendant Patrons Mutual has not agreed to grant such extension.

11. Defendant Patrons Mutual has a duty of good faith and fair dealing, and its failure to grant the extension is a violation of such duty.

12. As a result of Defendant Patrons Mutual's refusal to grant such extension, Plaintiff

Lincoln Laundry has sustained substantial damages, along with consequential and incidental damages.

COUNT II (Declaratory Judgment)

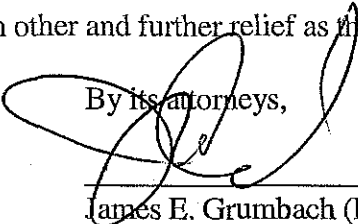
13. The Plaintiff realleges and incorporates by reference each and every allegation of paragraphs 1-12.

14. There is an actual controversy which has arisen between Plaintiff Lincoln Laundry and Defendant Patrons Mutual.

WHEREFORE, the Plaintiff Lincoln Laundry prays:

1. that the Court enter judgment in favor of the Plaintiff for damages on Count I, along with interest and costs of suit;
2. that the Court declare the respective rights and obligations of the Plaintiff and the Defendant on Count II, pursuant to G.L. c. 231A; and
3. that the Court enter such other and further relief as the Court deems just and proper.

By its attorneys,

  
James E. Grumbach (BBO #213740)  
[jgrumbach@bostonlawcollaborative.com](mailto:jgrumbach@bostonlawcollaborative.com)  
BOSTON LAW COLLABORATIVE, LLC  
80 William Street, Suite 200  
Wellesley, MA 02481  
(617) 439-4700

Dated: February 15, 2017

**THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES**

A true copy by photostatic process  
Attest:   
Asst. Clerk

***EXHIBIT A***



Form recommended by the  
American Insurance Association

**STATEMENT AS TO FULL COST OF REPAIR OR REPLACEMENT  
UNDER THE REPLACEMENT COST COVERAGE  
SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY**

May 15, 2015

To the: PATRONS MUTUAL INS CO OF CT  
Policy No: PBP2651699  
Agent: A & P Ins. Agency, Inc.  
Insured: THANH VUONG

Insured Location: 469 Lincoln Street, WORCESTER, MA 01605  
Type of Property Involved in Claim: Business Personal Property  
Date of Loss: 02/28/2015

|  |              |
|--|--------------|
| 1. Full Amount of Insurance applicable to the property for which claim is presented was:   | \$312,937.00 |
| 2. Full Replacement Cost of the said property at the time of the loss was:   | \$418,922.88 |
| 3. The Full Cost of Repair or Replacement is:  | \$418,922.88 |
| 4. Applicable Depreciation is:   | \$259,389.52 |
| 5. Actual Cash Value loss is (Line 3 minus Line 4)   | \$159,533.36 |
| 6. Less deductibles and/or participation by the insured  | \$0.00       |
| 7. Actual Cash Value Claim is (Line 5 minus Line 6)  | \$159,533.36 |
| 8. Supplemental Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss as shown above, will not exceed<br>(This figure will be that portion of the amounts shown on Lines 4 and 6 which is recoverable) | \$153,403.64 |

X [Signature] Insured 5-28-15 Date  
X \_\_\_\_\_ Insured \_\_\_\_\_ Date

State of MA County of Worcester

Subscribe and sworn to before me this (date) 28th I [Signature] Notary Public

OF MAY, 2015

SEAL

Mr. Commission  
Expires 6/20

***EXHIBIT B***



**We Build Custom Homes**

**Worcester, MA**

**508-736-7944**

Address  
Thanh Vuong  
508 615-4900  
Tvuong577@yahoo.com

Ship To  
76 East Main Street  
Webster, MA 01570

**DATE: January 9, 2017**

| Description  | Total       |
|--|-------------|
| <b>Architectural Drawings</b><br>Draft architectural drawings sufficient engineering, design electrical plumbing, gas, and mechanical for obtaining permitting,  | \$10,000.00 |
| <b>Washer Installation : Demolish</b><br>Demolish: Remove demolish & remove existing carpentry as needed, remove all debris and supply dumpster service.         | \$6,500.00  |
| <b>Construction</b><br>Prepare floor, cut existing floor, pour new concrete, prep for underground plumbing work.   | \$4,200.00  |
| <b>Construction</b><br>Framing all walls, counter, bulkhead, dry wall, and prep to paint (if additional construction is required, there may be additional costs) | \$8,500.00  |

\* GOLD STAR BUILDER, INC \* P.O. BOX 2506, WORCESTER, MA 01613 \*  
\* PHONE: 508-736-7944 \* FAX: 508-796-2329 \*  
\* EMAIL: [GOLDSTARBUILDER@GMAIL.COM](mailto:GOLDSTARBUILDER@GMAIL.COM) \*



**We Build Custom Homes**

**Worcester, MA**

**508-736-7944**

| Description   | Total       |
|---|-------------|
| <b>Installation: Electrical</b><br>Electrical: Supply new feed from electrical panel to washers, dryers, supply need shut off behind each washer/dryer unit, move existing outlets as need to new counter area.   | \$37,000.00 |
| <b>Installation: Plumbing</b><br>Plumbing : Supply H2O and drain for washer bulkheads, install troughs, supply proper vent for drain. Move existing gas feed as needed, supply gas feed to dryers (w/ proper cut off for each unit). Including installation of boiler & hot water tanks.  | \$47,000.00 |
| <b>Dryer Installation</b><br>Set unit in place and level, make ready for utility connections by others.   | \$3,360.00  |
| <b>Washer Installation</b><br>Install washer in place, make ready for utility connections by others.  | \$6,600.00  |
| <b>Dryer Installation: Venting / Duct Work</b><br>Venting/Make Up Air: Supply & install exhaust duct from dryers to exterior of building w/ proper diameter and design for exterior conditions. Supply and install louvered make up air vent from exterior of building to unconditioned space behind dryers to meet manufacturers CFM requirements. | \$9,400.00  |

\* GOLD STAR BUILDER, INC \* P.O. BOX 2506, WORCESTER, MA 01613 \*

\* PHONE: 508-736-7944 \* FAX: 508-796-2329 \*

\* EMAIL: [GOLDSTARBUILDER@GMAIL.COM](mailto:GOLDSTARBUILDER@GMAIL.COM) \*





**We Build Custom Homes**

**Worcester, MA**

**508-736-7944**

| Description | Total |
|-------------|-------|
|-------------|-------|

**Washer Installation: Permitting**

\$3,500.00

Obtain all permitting required for scope of work  
as required by local code or ordinance.

**NOT INCLUDED IN PROPOSAL**

HVAC, Flooring, Upgrading utility  
supply to the building, any items, services,  
or equipment not listed above.

**OWNER WILL SUPPLY FIXTURE  
(WASHER / DRYER)**

**TOTAL :** \$ 136,060.00

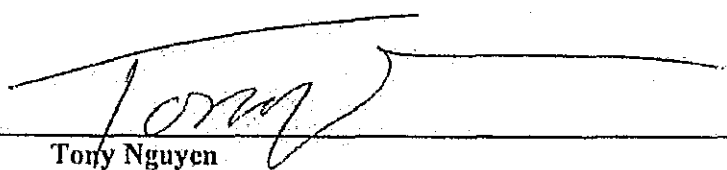
**Deposit Paid:** \$ 20,000.00

**Final Balance:** \$ 116,060.00

Accepted by :

Accepted Date:

X

  
Tony Nguyen

X

  
Thanh Vuong

1-20-17

\* GOLD STAR BUILDER, INC \* P.O. BOX 2506, WORCESTER, MA 01613 \*

\* PHONE: 508-736-7944 \* FAX: 508-796-2329 \*

\* EMAIL: [GOLDSTARBUILDER@GMAIL.COM](mailto:GOLDSTARBUILDER@GMAIL.COM) \*

***EXHIBIT C***

Date 1/31/2017

Thanh Vuong  
Webster, Ma.

NORTHEAST LAUNDRY EQUIPMENT, LLC.

PAGE 1


| QTY            | DESCRIPTION   | UNIT PRICE  | AMOUNT    |
|----------------|---|-------------|-----------|
| 5              | Dexter model WC0300XA-12EC2X, 20lb front load washers 208-240/60/1 or | \$3,050.00  | 15,250.00 |
| 10             | Dexter model WC0400XA-12CE2X, 30lb front load washers 208-240/60/1 or | \$4,450.00  | 44,500.00 |
| 5              | Dexter model WC0600XA-12CE2X, 40lb front load washers 208-240/60/1 or | \$5,325.00  | 26,625.00 |
| 2              | Dexter model WC0900XA-12EC2X, 60lb front load washers 208-240/60/1 or | \$7,595.00  | 15,190.00 |
| 2              | Dexter model WC1200XA-12EC2X, 80lb front load washers 208-240/60/1 or | \$11,650.00 | 23,300.00 |
|                |   |             | -         |
| 10             | Dexter model DC30X2NC-15EC2X, 30lb stack dryer, 120, 208-240/60/1     | \$5,540.00  | 55,400.00 |
| 3              | Dexter model DC50X2NC-15EC2X, 50lb stack dryer, 120, 208-240/60/1     | \$6,830.00  | 20,490.00 |
| 2              | Dexter model DC0080NC-10EC1X, 80lb single pocket dryer, 120/60/1.     | \$3,995.00  | 7,990.00  |
|                |   |             | -         |
| 2              | 6" steel bases for 80lb washers                                       | \$650.00    | 1,300.00  |
| 2              | 6" steel bases for 60lb washers                                       | \$550.00    | 1,100.00  |
| 5              | 6" steel bases for 40lb washers                                       | \$350.00    | 1,750.00  |
| 10             | 6" steel bases for 30lb washers                                       | \$325.00    | 3,250.00  |
| 5              | 8" steel bases for 20lb washers                                       | \$300.00    | 1,500.00  |
|                |   |             | -         |
| 1              | H-M drain trough for 80/60/40lb washers (12x18x12)                    |             | 1,513.00  |
| 1              | H-M drain trough for 30lb washers (11x18x12)                          |             | 1,173.00  |
| 1              | H-M drain trough for 20lb washers & extra machines (11x18x12)         |             | 1,173.00  |
|                |   |             | -         |
| 5              | R & B laundry carts 100E  | \$100.00    | 500.00    |
| 5              | R & B laundry carts 100T91  | \$120.00    | 600.00    |
|                |   |             | -         |
|                |   | Subtotal    |           |
| Tax Rate 6.25% |   | Tax         |           |
|                |   | Freight     |           |
|                |   | Total       |           |


Quotes are valid for 30 days

75 Broadway, Dover NH 03820  
tel: 1-800-222-3472 fax: 603-743-6804  
ncle@ttlc.net

75 Broadway, Dover NH 03820  
tel: 1-800-222-3472 fax: 603-743-6804  
nele@ttlc.net

***EXHIBIT D***

|   |                    |   |
|---|--------------------|---|
| <b>THANH H VUONG</b><br>6 KELSEY DR<br>WORCESTER, MA 01604-3588 |                    | <b>134</b><br>53-13/110 MA<br>26839   |
| Date <u>1-20-17</u>   |                    |   |
| Pay to the<br>Order of <u>Gold Star INC</u>                     | \$ <u>20,000</u>   |   |
| <u>Twenty thousand</u>  | Dollars            |  |
| <b>Bank of America</b>  |                    |   |
| ACH R/T 011000130   |                    |   |
| For <u>Deposit</u>  | <u>[Signature]</u> | MP  |

|   |                    |   |
|---|--------------------|---|
| <b>THANH H VUONG</b><br>6 KELSEY DR<br>WORCESTER, MA 01604-3588 |                    | <b>135</b><br>53-13/110 MA<br>26839   |
| Date <u>1-31-17</u>   |                    |   |
| Pay to the<br>Order of <u>Northeast Laundry</u>                 | \$ <u>20,000</u>   |   |
| <u>Twenty thousand</u>  | Dollars            |  |
| <b>Bank of America</b>  |                    |   |
| ACH R/T 011000130   |                    |   |
| For <u>Deposit</u>  | <u>[Signature]</u> | MP  |